

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and between ROBERT E. NAGLE, ("Nagle") on the one hand,) and THE COUNTY OF LOS ANGELES ("County"), on the other hand. Nagle and County are referred to individually as "Party" or together as the "Parties."

WITNESSETH:

WHEREAS, Nagle was employed by County until his active services were terminated on October 11, 2006.

WHEREAS, Nagle alleged that various actions by the County and its agents were wrongful and constituted wrongful termination in violation of public policy, violation of California Labor Code §1102.5, retaliation, breach of implied covenant of good faith and fair dealing, breach of implied in fact contract, intentional infliction of emotional distress, negligent infliction of emotional distress, and slander per se ("subject claims").

WHEREAS, Nagle and County intend to resolve the subject claims of Nagle against County, and all other claims against County, including, but not limited to, those which arise out of Nagle's employment with County.

NOW, THEREFORE, for good and valuable consideration of the promises and mutual promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not in any way constitute an admission by any Party of any violation of any federal, state, local or administrative statute, ordinance, regulation or provision, or that the Party has acted wrongfully with respect to any other Party or any other person, or that any Party has any rights whatsoever against the other.

SECOND: No Other Claims; Dismissal of Lawsuits with Prejudice.

Other than as set forth in the last sentence of this paragraph, Nagle covenants and represents that he has not filed a Claim against County, and that he will not do so at any time hereafter for any matter related to his employment with County; provided however, this Agreement shall not limit Nagle from enforcing his rights under this Agreement and defending himself against any claim by anyone who files suit against Nagle. Nagle represents that the only claim he ever has filed, or will file, against County for matters related to his employment with County is a Government Tort claim filed on April 10, 2007.

"Claims" will mean all rights, claims, suits, demands, liabilities, actions, causes of action, damages, losses, debts, liens, promises, attorney's fees, penalties, costs, expenses, compensation, interest, and all other obligations, of whatever nature

whatsoever, including the continuing effects of any claims, known or unknown, fixed or contingent, potential or possible or actual or existing, in law or in equity, arising out of any acts or omissions, from the beginning of time to the date of this Agreement, including, without limiting the generality of the foregoing, the subject claims and any and all other claims arising out of any federal, state or other law, common law, statute, regulation or ordinance including, without limitation, Claims related to the subject claims, the Tort Claim of Nagle and/or Nagle's employment with County in any way.

THIRD: Consideration By County.

Within ten (10) business days after receipt of fully executed copies hereof, County will pay Nagle the sum of Four Hundred Fifty Thousand dollars (\$450,000.00) made payable as follows: (i) \$156,000.00 payable to Nagle's attorneys, "Baker, Keener & Nahra" as payment of the attorney fees and costs incurred by Nagle, and (ii) \$294,000.00 payable to Nagle subject to W-9.

Nagle shall forward the executed Agreement to counsel for County, Skip Miller, Esq., Miller Barondess, LLP., 1999 Avenue of the Stars, Suite 1000, Los Angeles, California 90067. County shall forward the executed Agreement to counsel for Nagle, Robert C. Baker, Esq., Baker, Keener & Nahra, LLP., 633 W. 5th St. Ste. 5400, Los Angeles, CA. 90071.

FOURTH: Release.

(a) As a material inducement to County to enter into this Agreement, Nagle, on behalf of himself and his heirs, spouses, representatives and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges County including any and all County employees such as County Counsel, County's Board of Supervisors, and all County officers, officials, attorneys, auditors, representatives, and agents from any and all Claims he ever had, now has, or may in the future assert with regard to matters related to his employment with County. This release shall have no applicability to claims, if any, based exclusively on events occurring after the date of this Agreement.

(b) Nagle hereby knowingly and voluntarily waives and releases all rights and claims, known or unknown, arising under the Age Discrimination In Employment Act of 1967, as amended, which he might otherwise have had against County including any and all County employees such as County Counsel, County's Board of Supervisors, any and all officers, officials, attorneys, auditors, representatives, agents, and employees regarding any aspect of his employment up to and including its termination.

FIFTH: Knowing and Voluntary Waiver.

Nagle, on behalf of himself and his heirs, spouses, assigns and agents, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Nagle expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims which Nagle does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims.

SIXTH: Prospective Employers.

County agrees that if any prospective employer of Nagle seeks information about Nagle's employment with County, said prospective employer will be provided Nagle's job title, salary and dates of service, and no other information or comment.

SEVENTH: Entire Agreement.

This Agreement sets forth the entire agreement between Nagle and County and supersedes any and all prior oral or written agreements or understandings between Nagle and County concerning this subject matter. This Agreement may not be altered, amended or modified except by a further writing signed by Nagle and an authorized representative of County.

EIGHTH: No Representations.

The Parties represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein with regard to the subject matter, basis or effect of this Agreement or otherwise.

NINTH: Encouragement to Consult with Counsel.

Nagle acknowledges that he had the opportunity to review this Agreement with counsel or any other representative of his own choosing, and has read this Agreement carefully and/or has had it read by his counsel or other representative so that he is fully aware of the Agreement's contents and legal effects. Nagle acknowledges that he signs this Agreement freely and without coercion, and that this decision is in his sole discretion.

TENTH: Severability.

The terms and provisions of this Agreement are severable, and if any term or provision is held to be invalid or unenforceable either in whole or in part, it shall be enforced to the maximum extent allowable under the law, and it shall not affect the validity or enforceability of any other term or provision.

ELEVENTH: Agreement Construed As a Whole/Jointly Drafted.

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. This Agreement shall be considered as drafted by all Parties so that it will not be construed against any Party.

TWELFTH: Choice of Law/Exclusive Jurisdiction.

This Agreement is being made in and shall be deemed to be performed in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California without giving effect to the provisions, policies or principles thereof relating to choice of law or conflict of laws. Each of the Parties hereby consents to the jurisdiction of the courts located in the County of Los Angeles, State of California with respect to any dispute relating to or arising out of this Agreement.

THIRTEENTH: Successors and Assigns.

This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective agents, representatives, officers, directors, managing agents, principals, partners, shareholders, subsidiaries, affiliates, assigns, heirs, and predecessors and successors in interest.

FOURTEENTH: Assignment.

The Parties warrant and represent that there has been no assignment, sale or transfer, by operation of law or otherwise, of any Claim, right or interest released herein. Each Party agrees to indemnify, defend and hold harmless the other from any claim, liability, or expense which may be incurred as a result of the assertion of any such claim, right, or interest by any person by reason of any such assignment, sale or transfer.

FIFTEENTH: Confidentiality.

Nagle agrees to continue to keep confidential any attorney-client communications and any and all work product related to his employment with the County.

SIXTEENTH: Attorneys Fees and Costs.

The Parties will bear their own attorneys fees and costs in connection with the subject matter of this Agreement and the claims asserted, including, but not limited to, the subject claims, giving rise to this Agreement.

SEVENTEENTH: Counterparts.

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

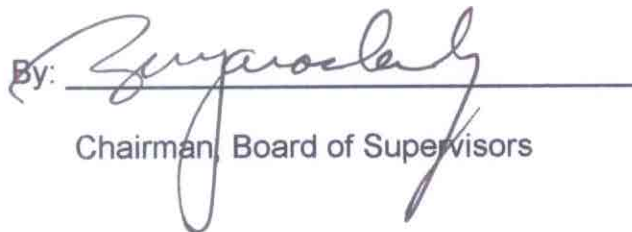
PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed at OAK PARK, California, this 20th day of August, 2007.


ROBERT E. NAGLE

Executed at LOS ANGELES, California, this 23rd day of August, 2007.

COUNTY OF LOS ANGELES

By: 
Chairman, Board of Supervisors